



## THEIS COMMUNICATIONS CONSULTING, LLC

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March 17, 2008

Ms. Sandra Paske  
Secretary to the Commission  
Public Service Commission of Wisconsin  
610 North Whitney Way  
PO Box 7854  
Madison, Wisconsin 53707-7854

**Re: Application for the Approval of Amendment #1 to the Interconnection Agreement for the Transport and Termination of Local Traffic ("Agreement") Between Richland-Grant Telephone Cooperative, Inc. and Charter Fiberlink, LLC. ("Charter").**

Dear Ms. Paske:

I am filing this letter and signed Amendment #1 electronically on behalf of Richland-Grant Telephone Cooperative, Inc. ("Richland-Grant").

Richland-Grant hereby requests approval, pursuant to 47 USC 252, of the enclosed Amendment #1, to the Interconnection Agreement for the Transport and Termination of Local Traffic between Richland-Grant and Charter as approved by the Public Service Commission ("PSCW") on September 28, 2006 PSCW Docket 05-TI-1580. Richland-Grant has been authorized by Charter to submit this Agreement to the PSCW for approval.

I hereby certify that a copy of this filing has been served on Charter via U. S. mail at the following address:

Michael R. Moore  
Director Regulatory Affairs & Counsel  
Charter Communications, Inc.  
12405 Powerscourt Dr.  
St. Louis, MO 63131

If there are any questions regarding the filing of this Agreement, please contact me at 608-829-0271.

Sincerely,

Michael L. Theis, President  
Theis Communications Consulting, LLC.

CC: Norman B. Gerry- Friend, Hudak & Harris, LLP  
CC: Dave Lull – Richland-Grant Telephone Cooperative, Inc

Amendment No. 1 to Interconnection Agreement

This Amendment No. 1 ("Amendment") to the Interconnection Agreement for the Transport and Termination of Local Traffic Between Wireline Carriers for the State of Wisconsin, with an Effective Date of August 1, 2006, by and between Richland-Grant Telephone Cooperative, Inc. ("RGTC") and Charter Fiberlink, LLC ("CHARTER") each referred to as a "Party" and collectively the "Parties," is entered into as of the 15<sup>th</sup> day of September 2007.

WHEREAS, the Parties entered in the above-referenced Agreement by and between RGTC and CHARTER on or about August 1, 2006 ("Agreement"); and

WHEREAS, as provided herein, the Parties wish to amend the Agreement.

NOW THEREFORE, in consideration of the mutual promises and upon the terms and conditions set forth below, the Parties agree to amend the Agreement as follows:

1. **Defined Terms.** All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement;

2. **Transit Traffic.** The Parties agree to amend Section 5.6 of the Agreement by adding a new Section 5.6.2 thereto, which reads as follows:

**5.6.2** RGTC will not be liable for any compensation to a third-party terminating carrier or to CHARTER for Tandem Transit Traffic exchanged by them through the RGTC Blue River, WI Tandem. In the event that the terminating third-party carrier imposes on RGTC any legitimate and lawful charges for the delivery of CHARTER's originated Tandem Transit Traffic, CHARTER shall reimburse RGTC for such charges provided that RGTC files a timely dispute with the third-party terminating carrier and directs such carrier to CHARTER for future payment.

3. The Parties agree to amend Section 5.7 of the Agreement by adding a new Section 5.7.1 thereto, which reads as follows;

**5.7. Affiliate Traffic:**

**5.7.1** CHARTER and RGTC agree that any Tandem Transit Traffic exchanged by CHARTER with any RGTC Affiliate through the RGTC Blue River, WI Tandem will be exchanged subject to all of the applicable terms and conditions of this Agreement.

4. Appendix E. The Parties agree to amend Appendix E of the Agreement by deleting it in its entirety and substituting the attached Appendix E in lieu thereof.

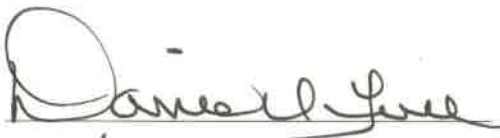
5. **Counterparts.** This Amendment No. 1 may be executed in one or more counterparts, each of which taken together will constitute one and the same instrument.


**6. No Other Amendments.** Except as provided in this Amendment No.1, the Agreement is unmodified and remains in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed by their duly authorized representatives.

**Richland-Grant Telephone Cooperative, Inc**

**Charter Fiberlink, LLC**

By:   
Date: 3/13/08  
Print: David J. Lull  
Title: General Manager

By:   
Date: 3.5.08  
Print: Ted Schremp  
Title: SVP/GM Telephone

## Appendix E

### Networks with Arrangements with RGTC for Tandem Switch Service

<u>Locality</u>		<u>Applicable EAS/ECC Rate Center</u>
I. Tech Com, Inc.		
-Richland Center	608-649	Richland Center
II. LaValle Telephone Cooperative, Inc.		
-LaValle	608-985	Richland Center
-Cazenovia	608-983	Richland Center
III. Reedsburg Utility Commission		
-Reedsburg	608-768	Reedsburg
IV. Cochrane Cooperative Telephone Company		
-Cochrane	608-268	None
-Waumandee	608-626	None

If CHARTER exchanges traffic indirectly with any one or more of the third-party carriers listed in this Appendix E that is an ILEC utilizing the RGTC Blue River Tandem switch, CHARTER will negotiate, and have filed with the Commission an exchange of traffic agreement or amend any existing agreement with any such ILEC third-party carriers, prior to the termination of Tandem Transit Traffic via an indirect Interconnection utilizing RGTC Blue River Tandem for Tandem Transit service. RGTC will charge for and collect all fees and charges for Tandem Transit Traffic service and Tandem Transit Charges solely from each of the third-party carriers included in the Appendix E for the Local Traffic and ISP Bound Traffic originated by such carrier. RGTC will charge for and collect all fees and charges for Tandem Transit service (Tandem Transit Charges) from CHARTER for all CHARTER originated Local Traffic and ISP Bound Traffic that terminates to the third-party carriers included in Appendix E.

The third-party networks listed above includes all of the Telecommunications Carriers that presently subtend the RGTC Blue River Tandem switch. When there are additions or deletions to the list above, the Parties agree to provide an updated Appendix E with the change executed by both Parties and made part of this Agreement.